

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
ATHENS DIVISION

UNIVERSITY OF GEORGIA	§	
ATHLETIC ASSOCIATION, INC.,	§	
a Georgia nonprofit	§	
corporation,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 3:22-cv-119-CDL
	§	
THE SEVEN SIX, LLC, a	§	
Tennessee limited liability	§	
company; CHASE KELLEY, an	§	
individual; and SOUTH	§	
DOUGLAS, LLC, a Tennessee	§	
limited liability company,	§	
	§	
Defendants.	§	

CONSENT JUDGMENT

Plaintiff University of Georgia Athletic Association, Inc. ("UGAA") brought this action against Defendants The Seven Six, LLC, Chase Kelley, and South Douglas, LLC, alleging trademark infringement under the Lanham Act, 15 U.S.C. § 1114, and related federal and state claims. The Seven Six, LLC, Kelley, and South Douglas, LLC, have appeared through counsel and have acknowledged they are subject to the jurisdiction of this Court. The Parties have further entered into a Settlement Agreement, pursuant to which the Parties have consented to the entry of the following Order:

WHEREFORE, based on the Settlement Agreement, it is hereby ORDERED, ADJUDGED and DECREED, that Defendants, their officers, directors, agents, employees, representatives, affiliates, parents, subsidiaries, partners, divisions, or joint venturers, and all others in active concert or participation with them (provided that such others in active concert or participation with the Defendants receive actual notice of this Order) (collectively "Defendants" for purposes of this Order), are hereby ORDERED and ENJOINED as follows:

Defendants shall permanently discontinue marketing and sale of any and all merchandise that suggests an association with the University of Georgia (the "University") and/or the University's athletic teams and events. This prohibition includes (i) use of registered and common law trademarks and service marks owned by UGAA, as described in Exhibit A to UGAA's Amended Complaint, ECF No. 20-1, The Board of Regents of the University System of Georgia, and any portions of those marks; and (ii) use of the UGAA Colors, as described in UGAA's Amended Complaint, ECF No. 20-1, in connection with other source-identifying indicia associated with the University's athletic teams and events, including without limitation references to the University's championships and other achievements, geographic indicators of the University's location, and geographic indicators of the locations of athletic events in which the University participates (the "Prohibited Merchandise").

Defendants shall not manufacture, sell, offer for sale, distribute, advertise, promote, or display any Prohibited Merchandise.

As of the date of this Order, Defendants are hereby ENJOINED from engaging in any and all of the following acts:

- a. use of the registered and common law trademarks and service marks owned by UGAA, The Board of Regents of the University System of Georgia, and the UGAA Colors, either alone or in combination with other words, names, or symbols, on or in connection with the advertisement, marketing, offering for sale, or sale of any products, except where specifically authorized in the Settlement Agreement;
- b. the performing or committing of any other acts that are likely to cause confusion or mistake in the mind of the purchasing public, or to lead purchasers or the trade to believe that Defendants' products come from or are authorized by UGAA or the University, or are somehow sponsored by, associated with, affiliated with, or connected with UGAA or the University, or that there is some relation, association, affiliation, or connection between Defendants and UGAA or the University;

- c. from passing off, or inducing or enabling others to sell or pass off, Defendants' products or services as those of UGAA or the University;
- d. from otherwise unfairly competing with UGAA or the University; and
- e. from diluting the distinctive quality of the registered and common law trademarks and service marks owned by UGAA, The Board of Regents of the University System of Georgia, and the UGAA Colors.

By consent of the Parties, this Court shall retain jurisdiction over this matter for purposes of enforcing this Consent Order and resolving disputes concerning compliance with the Parties' Settlement Agreement, which has been docketed on the public docket and is hereby incorporated by reference for that purpose.

Except as necessary for enforcement of this Order, all of the claims and defenses asserted in this action are hereby dismissed without prejudice and with all appeals waived.

Each Party shall bear its own costs, fees, and expenses.

AGREED AND CONSENTED TO:

DONE and ORDERED this 12th day of May, 2023.

S/Clay D. Land

United States District Court Judge

AGREED AND CONSENTED TO:

**Counsel for Plaintiff
University of Georgia Athletic
Association, Inc.**

**Counsel for Defendants The
Seven Six, LLC, Chase Kelley,
and South Douglas, LLC**

<u>s/ Russell E. Blythe</u> Holmes J. Hawkins, III GA Bar No. 338681 Russell E. Blythe GA Bar No. 141379 Charles Spalding, Jr. GA Bar No. 411926 KING & SPALDING LLP 1180 Peachtree Street, N.E. Atlanta, Georgia 30309 Telephone: (404) 572-4600 Facsimile: (404) 572-5134 hhawkins@kslaw.com rblythe@kslaw.com cspalding@kslaw.com	<u>s/ William C. Buhay</u> William C. Buhay GA Bar No. 093940 WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC 3344 Peachtree Rd., NE, Ste 2400 Atlanta, Georgia 30326 Telephone: (404) 876-2700 Facsimile: (404) 875-9433 wbuhay@wwhgd.com
--	---